

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
N.E.W. HOLDINGS I, LLC		08/08/2006	LIMITED LIABILITY COMPANY:
N.E.W. CUSTOMER SERVICE COMPANIES, INC.		08/08/2006	CORPORATION:
NATIONAL ELECTRONICS WARRANTY CORPORATION		08/08/2006	CORPORATION:
N.E.W. HOME WARRANTY SERVICES, INC.		08/08/2006	CORPORATION:
N.E.W. INSURANCE AGENCY, INC.		08/08/2006	CORPORATION:
N.E.W. SELLERS ASSOCIATION, INC.		08/08/2006	CORPORATION:
N.E.W. CUSTOMER SERVICE COMPANIES OF SOUTH DAKOTA, INC.		08/08/2006	CORPORATION:
N.E.W. NORTH AMERICA CORP.		08/08/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	CREDIT SUISSE, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	SWISS BANK:

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2202043	APPLIANCE PROTECTION PLUS
Registration Number:	2414286	CUSTOMER SERVICE DOESN'T SUPPORT OUR BUSINESS, IT IS OUR BUSINESS

900056480

TRADEMARK
REEL: 003376 FRAME: 0957

CH \$765.00 2202043

Registration Number:	2860743	E=CRM2
Registration Number:	2906908	E=CRM2
Registration Number:	2952409	E=CRM2
Registration Number:	2474254	GET IT FIXED RIGHT. NOW.
Registration Number:	2472196	GET IT FIXED RIGHT. NOW.
Registration Number:	2493261	GET IT FIXED RIGHT. NOW.
Registration Number:	2414287	I WANT A NEW ONE!
Registration Number:	1527326	KEEP IT NEW
Registration Number:	2006401	KEEP IT NEW!
Registration Number:	2411864	NEW
Registration Number:	2368059	NEW
Registration Number:	1747399	PRICE PLUS
Registration Number:	2804003	PRODUCT ASSIST
Registration Number:	2522529	PRODUCT ASSIST IS ONLINE SO YOUR CUSTOMERS DON'T HAVE TO STAND IN ONE
Registration Number:	2614755	QUICK ASSIST
Registration Number:	2718555	QUICK ASSIST
Registration Number:	2454276	REPAIR.COM
Registration Number:	2554209	REPAIR.COM
Registration Number:	2464724	REPAIR.COM
Registration Number:	2449889	REPAIRNOW.COM
Registration Number:	2439319	REPAIRNOW.COM
Registration Number:	2448293	REPAIRNOW.COM
Registration Number:	2437556	REPAIRNOW.COM
Registration Number:	2448290	REPAIRNOW.COM
Registration Number:	2448292	REPAIRNOW.COM
Registration Number:	2622450	RETURN ASSIST
Registration Number:	1737026	SATISFACTION PLUS
Registration Number:	2425496	TECHNICARD

CORRESPONDENCE DATA

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Alexandro Padres

Address Line 1: 599 Lexington Avenue

TRADEMARK
REEL: 003376 FRAME: 0958

Address Line 2:	Shearman & Sterling LLP
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	2962/12791
-------------------------	------------

NAME OF SUBMITTER:	Alexandro Padres
--------------------	------------------

Signature:	/ALEXANDRO PADRES/
------------	--------------------

Date:	08/24/2006
-------	------------

Total Attachments: 5 source=Release - Second Lien#page1.tif source=Release - Second Lien#page2.tif source=Release - Second Lien#page3.tif source=Release - Second Lien#page4.tif source=Release - Second Lien#page5.tif
--

RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made effective as of July 1, 2005 (the "Effective Date") between National Electronics Warranty Corporation, a Delaware corporation (the "Grantor") and Canadian Imperial Bank of Commerce, individually and as collateral agent (in such capacity, the "Collateral Agent") for itself and the other financial institutions from time to time signatory to the Credit Agreement.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of July 1, 2005 between the Grantor and the Collateral Agent (the "Second Lien Trademark Security Agreement"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Second Lien Trademark Security Agreement), the Grantor purported to grant to the Collateral Agent a continuing security interest in all of its right, title and interest in and to certain trademarks, including without limitation the trademark registration set forth on Schedule I hereto (the "Trademark");

WHEREAS, the grant of a security interest in the Trademark was inadvertently made in error, as the Grantor had previously assigned its entire interest in the Trademark to another party;

WHEREAS, the Security Agreement relating to the Trademark was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on September 21, 2005 at Reel 3163, Frame 0060; and

WHEREAS there the parties hereto desire to record with the Trademarks Division of the U.S. Patent & Trademark Office that the Collateral Agent holds no security interest in the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, cancels, repledges, reassigns and releases any and all security interests it has against the Trademark.

If and to the extent the Collateral Agent has acquired any right, title or interest to the Trademark, it hereby assigns and transfers such rights, title or interest to the Grantor and its assignee, as appropriate.

The Collateral Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, or its successors, assigns or other legal representatives, to more fully and effectively effectuate the purposes of this Release.

Except as otherwise expressly set forth herein, all terms of the Second Lien Trademark Security Agreement, including, without limitation, the security interests granted thereby, shall continue in full force and effect and are hereby ratified and confirmed.

The Grantor shall pay all expenses of the Collateral Agent and its counsel in connection with this Release and the matters contemplated hereby in accordance with Section 10.2 of the Credit Agreement.

(signature pages follow)

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CANADIAN IMPERIAL BANK OF
COMMERCE, acting through its New York
agency, as Collateral Agent

By: 

Name:

Gerald Girardi

Title:

Canadian Imperial Bank of Commerce

Authorized Signatory

By: 

Name:

George Knight

Title:

Canadian Imperial Bank of Commerce

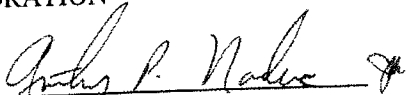
Authorized Signatory

TRADEMARK

REEL: 003376 FRAME: 0962

ACCEPTED AND ACKNOWLEDGED BY:

NATIONAL ELECTRONICS WARRANTY
CORPORATION

By: Anthony P. Nader 
Name: Anthony P. Nader
Title: President & CEO

**SCHEDULE I
TO THE
RELEASE OF TRADEMARK SECURITY INTEREST**

Trademark Registration:

Mark	Owner	Registration Number	Date Registered
POWER PLUS PROTECTION	National Electronics Warranty Corporation	2,736,510	7/15/2003